THE COURTS.

Important Question as to the Right of Dower.

THE KEMBLE-DANA LIBEL SUIT.

More Creditors Getting Their Money from the City.

INTERESTING RAHLEOAD SUIT.

Thomas A. Groom. charged with giving straw bell in the case of J. H. McKinley, under arrest for making false representation as to his real estate in cankenptoy, was yesterday brought up for examination, which he waived, and was hald by Compilationar Shields in \$5,000 to await the action of the Grand Jury. If tedicted the charge against Groom will be for perjury, in awaring laisely, as alteged, that he was the owner of certain property of which he was not the owner.

The Grand Jury of the United States Circuit Court for the Southern district came into Cengt yesterday morning and presented a true bill against Gustavia W. Bell, charged with false representations with regard to an importation of goods into the port of New York with intent to defraud the revenue. The Gained States District Alforney withdraw the case from the Commissioner who had Ball under examination; and submitted all the lasts through the witnesses in the case to the Grand Jury, with the result stated. Gne one to the Grand Jury, with the result stated. One other bill was presented and the Grand Jury retired. It is supplied that this latter indictment was against other parties implicated in the Custom House frauds.

THE KEMBLE-DANA LIBEL SUIT. The REMBILE-DANA LIBEL SUIT.
The libel suit brought by William B. Kembie, as State Tragaurer of Pennsylvania, against Onaries A. Dana, in which he claims \$50,000 damages, on account of the publication of an alleged libelious article in the New York Sun of Marca 17, 1872, has finally reached a trial. The article complained of starts off with the heading "Robbing a State," with such sub-headings as "Startling France Uncarried in Lenneylvania," and "The Story of the War Claims." In it is incorporated the famous "Addition, Division and Shence" letthe famous "Addition, Division and Shence in-ter addressed to Petition J. Codey, Washington, D. C., and attributed to Mr. Kemble. In his complaint Mr. Kemble sets forth, or rather his counsed does it for him in the usual super-redund-ant legal style, that he "bath been and is greatly and legal style, that he "bath been and is greatly

companit Mr. Temble sets forth, or rether his counsel does it for him in the main super-redundant legal style, that he "hash been and is greatly injured in his good name, same and credit, and hrought into public scandal, in/amy and diagrace with and among all his neighbors and other good and worthy clitzens of these Cauted States to whom be was in any way known." The answer took bold issue, resmiraing the truth of the published statements, and, in artigation of damages, offering to prove their correctness.

The cose came to triat yeakerday in the Superior Court, helore Judge Cartis. The plateaily was present in court, and representing him as company were Messrs. Octiman & Ecclesine and Wisceler R. Peckham, while Mr. Dana was represented by Messrs. Williard sattlett and William O. Bartist. Some time was occupied in getting a lary, every juror being clinitenged by the delence. One juror was excessed on the ground that he had a prejudice against the Sum, though he contessed he said none against Mr. Dana personally. The plaintiff offered to accept nominal damages if delendant would retract the statements in the adleged libel. This the other side requested to do, but said they would retract one statement, that Mr. Kamile pooksted part of the money. This effer partial retraction was not seepted. Mr. Ecclesine then proceeded to open the case for the possessition. At the conclusion of his address an offer was made by the Paintaff to put a copy of the article of the article in passession alleged to be libelious. The Court finally admitted the entire article, which was read. Maving progressed time far another form of retraction was shoultted, but not accepted the politic of it being that Mr. Keunole was rejected. Pending the secondal retracts on the proceeded the time fill receasion of the politic of its being that Mr. Keunole was not the reasembling of court some testimony species of courses. At length, having got through was redected. Pending tases counsier offer was made to this profer looking to retraction be pending

Cross-examination—Will you state the amount of a judgment obtained against the United States government and still unpaid? The question was objected to, and then the witness was asked it such a judgment did not stand against him for over \$100,000. This was also objected to and the question excluded.

over \$100,000. This was also objected to and the question excluded.

John S. Strehan, an attorney, testified that he was formerly counsel for Mr. Evans; he saw the original letter and gave it to a representative of the Ballaneiphia presanntaver saw it afterward; he knew that the letter had no reference to war claims, although such inference might be deducible from the phras-ology of the letter; he expining to the construction of the same that the phras-ology of the letter; he expining to Mr. Kemble from the letter, and he offered, if Mr. Kemble would write him a latter explaining the under the unjust interence to be drawn iton it, that he would write a reply expining the incle and would take both letters to Mr. Pana, whom he knew personally, and who, he believed, would insatt soil in the Sun and acknowledge the correctness of the explanation given.

Mr. Kemble was now called to the stand:—He never had anything to do with the war claims of Ponnsylvana against the government; he remembered writing the letter referred to; Mr. Evans came into his office at itarraburg and asked him if he could recommend him to a lawyer to prosecute his claims, and upon this he wrote the letter.

Objection was made to his giving any testimony

cute his claims, and upon this is of the letter.

Objection was made to his giving any testimony as to the contents of the letter on the ground that either the original must be produced or its disappearance properly accounted for. The objection was overfuled and exception taken.

Witness continuing, stated that the date of the letter has been changed so as to fit the case; the word "addition" was prefixed to "division and

detur has been changed so as to it the case; the word "addition" was prefixed to "division and slicuce."

Q. Explain the meaning of "division and slicuce."

Q. Explain the meaning of "division and slicuce." as used by you in the letter.

Mr. Kemble—They mean simply—

Mr. Bartiett—Hold on: I object.

Juage Curtis—The witness has given all the explainations necessar.

W. R. Lecus, ex. Sheriff of Philadelphia, testified as to the good character of Mr. Kemble, whom he had known for a good inany years.

John S. Hill gave he. Kemble also a good character from a long acquaintance with him. Witness was for years Tax Collector of Philadelphia.

Samuel S. Moon, also a resident of Philadelphia. had known Mr. Kemble for some dozen, years and characterized him as generally spoken of as a man of unbemis ed character.

Mr. Bertlett—You witndrew joar libel suit against to New York Smi?

Mr. Moon—I did.

William H. Kerr—Had lived for years next door neigabor to Mr. Kemble and had never heard his character maligned.

Mr. Evans being recalled and interrogated further as to the letter, but stated nothing additional of importance.

Mr. Evans being recalled confirmed the testimony of Mr. Kemble and to the case of the letter and interlineation of the word "addition." He made a copy of the letter before giving it to Mr. Strahan.

Judge Curtis cautioned the jury against taking

made a copy of the letter below the strahan.

Strahan.

Judge Curtis cautioned the jury against taiking yith any one about the case and then the court was adjourned until this morning.

THE RIGHT OF DOWER.

On the 24th of December last Joseph Rhumenthal and Robert J. Anderson entered into a contract by which they agreed to exchange property on avenue, and Mr. Anderson's of Nos. 116 and 112
West Piftieth street. Every preparation was
made to pass title according to the contract, Mr.
Exterosud searching for Biumenthal, and Hall
& Blandy for Anderson. The 12th day of Januthe Blandy for Anderson. The 12th day of January was set apart as the day on which the titles should be passed and the exchange made. Both parties were ready on that day, but Anderson's invyers had tearned in the course of examination that though Blumenthal was not legally ma ried, yet for several years he had lived and cohabited with a woman, who, in contemplation of law, was his wife, and with whom he still lived at the Grand Hotel. On inspecting the deed Blumenthal, propulsed giving, Ancerson's lawyers of scovered beat it was not jeted in by Mars. Blumenthal, and therein Blumenthal, and therein

dower," made by "Limite Biumentan," but as the "wise of Joseph Blumentan," but to the away antecedently to the

conference a maper purporting to be a "release of dower," made to "Lissie Biumenthal," described as the "wire of Joseph Blumenthal," described as the "wire of Joseph Blumenthal," described as the "wire of Joseph Blumenthal," described as the "wire of Joseph Blumenthal, "dut executed on a day aniscedenthy to the day set apart for passing stile. Anderson refused to ascept litle, and thereupon Blumenthal commenced an action in the supreme Court to compet specific performance, and yesterday a motion came up before Judge Lawrence, sitting in Supreme Court, Chambers, for a perimentary injunction and for a receiver, pendente lite.

The defendant appeared, by Mears, Hall a Blandy and E. L. Anderson, his counsel, and showed that the plaintiff did not tender a judy performance; that no money was tendered; that the \$10,000 meritage was an incumbrance and that the release of adwer was inferential to divest the wife of her dower, as it was excepted on a day antocodonity to the day of the conveyance, and that the See standing, as it did niterwards in the husband, ravived the wife's right of dower, and therefore the plansaiff did not peviorin; and, furbar, that the plansaiff did not make an industry her proposed to give Anderson in exchange, had induced him to make an industry her proposed to give Anderson in exchange, had induced him to make an industry her proposed to give Anderson in the descendant set of exchange, and that no court of equity would order apecific performance of such a coparact; and, histly, that the defendant was eminently responsible, and therefore no receiver ought to be appended.

At the close of Mr. Charles Blandy's argument on behalf of the descendant Jusge Lawrence and that in the desendant's inch supported a reversion.

Plansit was decided to dony the movion for receiver, to modify the spilluction and to refer the whole issues to a releve for examinati

MORE VERDICTS AGAINST THE CITY. Judge Larrem re, holding Trial Term, Part 1, of the Court of Common Pleus, was engaged all day yesterday in aiding litigants who had just claims against the city to compel Comptroller Green to unicosen his fangs on the treasury and pay the la-borers their hire.

sgainst the city to compel Comptroller Green to unloosen his langs on the treasury and pay the laborers their nire.

The first case was that of Thatcher against the Mayor, in which it appeared that the plaintiff was employed in June, 1867, as a clork in the Comptroller's office, during Dick Connolly's regency, at the rate of \$1,500 a year. He continued in the performance of his duther for five years, when Mr. Green refused to pay him at the rate of \$125 a month for the months of October. November and December, 1871. He took a lesser sum than was due him for the three months, signing, under profess, a receipt in the. The delence interposed by the city was of the usual technical nature, and the jury returned a verdict for plaintiff for the init amount claimed, with interest, \$150 82.

The next case was that of kepert M. Grant, who brought suit against the city for arrears of salary as clerk in the Finance Department. The delence, through Mr. Dean, endeavored to show by Mr. Storrs that there was no appropriation from when to pay the claim. Mr. Frederick H. Kellogg, plaintiff's attorney, objected to the proposed evidence on the ground that it was immaterial, and after a long argument the Court excluded to The delence also attempted to show that the plaintiff, having submitted his claim to the Board having allowed the claim at less amount; the plaintiff sattorney objected to the proposed evidence in regard to the action of the Board of Apportionment and August on the ground that the was income the was not final. The Judge sustained the plaintiff's attorney objected to the preposed evidence in regard to the action of the Board of Apportionment and August on the ground that the was fixed by law or contract they had no discretion in home cases, that where the claim was fixed by law or contract they had no discretion in home cases, that where the final discretion in home cases, that where the claim was fixed by law or contract they had no discretion in some cases, that where the final mass fixed laws as submitted to the

seated to show judgment for the plainting in every instance.

From yesterday's proceedings, therefore, in only one branch of the Common Pleas, the city will de saddled, independent of the verdicts and judg-ments above recorded, with at least \$1,600 as legal

IMPORTANT RAILBOAD SUIT. A ratiroad suit has just been commenced in the Supreme Court involving some important legal Supreme Caurt involving some important legal questions, and which, from its nature and magnitude, promises to occupy the attention of the courts for some time to come. According to the allegations act forth in the complaint, a copy of which, with the summons, has been served on the various defendants, it appears that on the 22d of January, 1867, an indenture of loss was executed by and between the Columbus, Chicago and Indiana Railway Company, the Pittsburg, Cincinnati and St. Louis Railway Company, whereby, upon the faith of the Pennsylvania Railroad Company, whereby, upon the faith of the Pennsylvania Railroad Company of the dee performance of all the covenants apon the faith of the Pennsylvania Railroad Com-pany of the due performance of all the covenants of said lease by the Pittsburg. Cincinnati and St. Louis Railway Company, the Columbus, Chicago and Indiana Railway Company was leased for the stipulated in the lease that the balance of the gross annual earnings and revenues, after destipulated in the lease that the balance of the gross annual earnings and revenues, siter deducting the laxes and assessments, being thirty her cent thereof, shall be appropriated by the party of the second part to the payment of the party of the second part to the payment of the interest that may accrde after February 1, 1800, being at the rate of seven percent on \$20,000,000 of mortgage bonds, to payment of interest upon the income bonds of the party of the first part, which may thereaster be issued to the party of the second part for the purmose of reconstruction, said anterest to be deposited in ample time to meet the accroing coupous; provided, however, that if the said thirty per cent should not in any one year of equal to the xim required for the payment of the interest as afore, said, then the party of the second part shall and will, at their own cost and expense, and without other to pay said interest, as fife same shall become due and payment. The other articles of agreement provide for the redeemption of the \$20,000,000 bonds through an annual sinking fund, and that no new bonds be issued without the consent of the boards of directors of the respective parties to the lease. It was jursher agreed that upon any failure or default of the party of the second part to falli its covenant, that the party of the second part to falli its covenant, that the party of the second part, in which issues or default, shall perform the same on behalf or the party of the second part, in which event the party of the second part, in which advantages which might or could arise or accrue therefrom to the party of the sease, as also described, was duly signed by the presidents of the various railway companies mamed as parties thereto.

the second part. The lease, as also described, was duly signed by the presidents of the various railway companies named as parties thereto.

The lease went into effect on the 1st of Pebrusry, 1862. The Pitusburg, O relanation St. Lonis Railway Company, is in there stated in the complaint, took possession thereunder of the lines of railroad and of the property of the Columbus, Chicago and indiana Central Railway Company. The Pennsylvania Railroad Company used and enjoyed all the benefits, advantages and profits referred to in the said lease as accruing to the guarantor thereof. Buting one year the said lease of the columbus, and for the same period the said lease and its guarantor derived all the benefits arising from and maner the said lease. During the existence and continuance of said lease a large number of the bonds and obligations of the Columbus, Chicago and Indians Central Railway Company, amoenting to several millions of deliars, were issued in the said is of deliars, were issued in the said is not deliars, were sevued inder and in pursuance of the terms of said lease, and the said bonds were sold to various individuals and are now held by them in the United States and in Europe. The said obligations known as second mortgage bends were issued by the Columbus, Chicago and Indiana Central Railway Company, under the provisions of the lease aforesaid, to wit.—That the Pittsburg, Cincinnati and St. Louis Railway Company would pay the interest thereon, in case the thirty percent of gross earnings of the Columbus, Chicago and indiana Central Railway Company would pay the interest thereon, in case the thirty percent of gross earnings of the Columbus, Chicago and indiana Central Railway Company, and were not to be charged and indiana Central Railway Company contained in said lease, whereby the performance of the saredeneuts thereof in made by the Pittsburg, Cincinnati and St. Louis Railway Company, and were not to be charged in all respects, principal and interest and St. Louis Railway Company, and were not to b

St. Louis Restroes Commeny or the Pennsylvania Restroad Company, shough acree of the said default had been given to the latter company.

On the fifth of last Becomber a meeting of the stockholders of the Columbus, Chroave and Indiana Central Railway Company was held in this city to determine what action to take in the premises. A committee was appointed to examine the lacts, of which Mr. Charles W. Hassler was the chairman. The examination resulted, as claimed, in the discovery that the amendments to the lease had been procured by frand and was an attempt to reduce the habilities of the Pennsylvania Railroad Company and the Pittaburg, Unformatt and St. Louis Railroad Company. The compainat contains various other allegations, and upon the lacts recited suit has been brought by Mr. Hassler, a mockholder of the Company, through Mr. George L. Andrews. His counset, against the vortous other railway companies named above. The prayer of the compaint is that the and lease be declared void and that the same be caucelled, and that the is the total committee of the company and the Pennsylvania Railroad Company be adjudged to pay any balance requisite for the discharge of the overdue interest on 515 000,000 of first mortgage bonds and \$6,000,000 of second mortgage bonds of the Columbus, Chicago and Indiana Contains as the stating and and \$6,000,000 of second mortgage bonds of the Columbus, Chicago and new panish and St. Louis Railway Company be above appear and restrained, pending three proceedings and perpetuation of the thirty per cent of gross revenues; that the declaration and the thirty per cent of gross revenues that the declarations, the Promesty soils and restrained, pending three proceedings and perpetual for the declaration, pending three proceedings and perpetual that the declarations, the proceedings and perpetual for the declarations, the Promesty soils and restrained, pending three proceedings and perpetual for the declarations. The Proceedings and perpetual for the declarations of the Columbus, Chicago and I

TRIAL ON A CHARGE OF BURGLARY AND RECEIV-

James Simonson, an expressmen, was placed on trial jesterday, before Judge Barrett, under an indictment of bargiary and receiving stolen goods. It appears that a policeman saw him driving his wagen at five o'clock in the morning, and deeming his conduct suspicious arrested him, when there was found in his possession some packages of tobacco, which were subsequently identified as part proceeds of a burgiary committed upon the cigar stors of Juhus Michaels, No. 50 Willest surgest. After the witnesses for the prosecucigar store of Juhus Michaels, No. 20 Willest street. After the witnesses for the prosecution had given their testimony developing the facts given above the accused was placed on the stand in his own behalf, and testified that on the morning in question he was awakened shortly before five o'clock by his wife, who told bim that a man named kiec had a job for him; atter harnessing up his horse face told him to drive to the corner of Willett and Rivington streets; when he got here he found three men, one of whom was line, and they brought the to-bacco out of the cellar and placed to on the wagon; he was ordered to drive to Rivington street, and white on his way shere was streeted. After his testimony cylchance was given as to his good character. The jury were out about an hour, when they brought in a vertict of guilty of receiving stolen goods with a guilty knowledge. He was remanded for sentence.

DECISIONS. SUPREME COURT-CHAMBERS.

SUPREME COURT—CHAMBERS.

May va Wright,—Motion denied, the defendant having faffed to send the letter reterred to, and which was requested on the argument.

By Judge Donebue.

Sutton vs. Sutton.—In this case I think the evidence for the planniff disgrace ut. His brother has no heastation in swearing to enough to obtain a disprace for his brother; but when it comes to fix distage or times his sense of disgrace agents just at a time when it might put it in the defendancies hands to induct him if he is unitue he will not answer. Both on the facts and the want of proper proof of case the application for a divorce is denied.

in the matter of Modulier.—Betares's report Songrand.

Farmer vs. Atherton.—Motion device.

In the matter o. Slosson.—Order granted.

By Judge Lawrence.

Stewart vs. Winchester.—Motion denied, with

Stewart vs. Winchester.—Motion denied without costs.

Manhattan Savings Institution vs. Todd et al.—
The amdavit of the service of the summens on Mentaeimer and Lowenstein is not verified.

Southold Savings Bank vs. Doane et al.; George vs. Mcswirgsn; Lay vs. Blosson; Huebagr vs. Roosevels; Turneus vs. Clark; Rincie vs. Kessler; Winfield vs. Kirk; Chapman vs. Sawburg Woolien Company.—Orders granted.

Titus vs. Lichtenstein; Moran vs. Russell; Porous Plaster Co. vs. Quinn; Schübert vs. Appruse; Rees vs. Stott: McHarg vs. Stratton; Ehrmann vs. Du Bois; Strause vs. Stott.—Granted.

Beisicks vs. McKenzie.—This was disposed of February 2, 1873, by signing order.

Huebner vs. Roosevelt.—Motion denied, without costs. Opinion.

Cottinguism vs. Milwankee and Lake Shore Reifroad Campany.—Delapit opened on terms. Memorandum.

SUPPRIOR COURT-SPECIAL TREM. By Judge Curtis.
Richards et al. vs. Woodruff et al.—Case and exeptions settled and ordered on file.

COURT OF GENERAL SESSIONS. Be'ore Recorder Hackett. LARCENY FROM THE PERSON.

Rugene James Taylor, a colored youth, was tried yesterday and found guilty of snatching \$5 25 from a little boy named Howard Thorne on the Sist of December. The fact was brought out that Taylor has served a term in the Pentitentiary for larceny. The Recorder sentenced him to the Pentitentiary lor five years. ASSAULT UPON A WOMAN.

Prederick Erbe pleaded guilty to an assault with intent to do bodily harm. The aliegation was that on the 12th of last month he cut Annie Miller in the neck with a knie. Portunately the wound inflicted was not a dangero: s one. The prison was sentenced to the State Prison for four years. THE COST OF CLOTHING.

Joseph Howard, who, on the 18th of January, stole three conts, valued at \$42, the property of Hammersbouch Brothers, pleaded guity to an attempt at grand larceny and he was sentenced to the State Prison for two years and six months.

CARBYING A SLUNGSHOT.

Alexander Hansen, a sallor, pleaded guilty to an indictment charging him with carrying a slung-shot with intent to use it, and he was sent to the Penitentiary for six months.

DETIT LARGENY.

James Cariton, a youth, who was charged with stealing a piece of beaver cloth valued at \$27 on the 21st of December from John G. Miller, pleaded guilty to petit larceny. He was sent to the Peni-tentiary for six months. ACQUITTALS.

Heary Brader and Henry Schenk were charged with receiving eighteen dozen of combs valued at \$40, which were stolen by John Johnson from the premises of Julius Schwenn. The evidence of premises of Julius Schwenn. The evidence of guilty knowledge necessary to constitute the offence was very slight, so the jury rendered a verdict of not guilty.

Nellie Morris was also acquitted of receiving a slik dress and gold necklade stolen by Frederick Pfler from the residence of John W. B.shop, at No. 51 Bose street, on the 10th of December.

TOMBS POLICE COURT. Before Judge Smith. BROKE HIS PROMISE.

On the 23d of last April Mr. Henry Rolder, of No. On the 23d of last April Mr. Henry Rolder, of No. 302 Broadway, discharged from his office a boy pamed John Dempsey. A few days subsequent to Dempsey's departure Mr. Rolder discovered that the boy had taken a watch, valued at \$50, with him. From Philadelphia the boy lately wrote to his former employer, who promised him, if he came back to New York, not to charge him with the theit. When the boy, who is about sixteen years of age, arrived in town he called upon Mr. Rolder, who, on the presext of bringing him to get some oysters, marched him to the Sixth precient station house, had nim entered on the blotter and sent to court. Dempsey was held in default of \$1,000 ball to answer.

The store of Mr. Henry E. Spear was held in defiguit of \$1,000 ball to answer.

A SADDLE BLANKET STORY.

The store of Mr. Henry E. Spear was entered by burgiars on the night of the 5th of December last, when \$30 worth of saddle blankets were stolen. No trace of the property was lound until yesterday, when Officer Hogan noticed an express wagon going down Pearl street with a load of saddle blankets. He stopped the wagon and questioned the driver as to where he had obtained his freight. Francis Harrison, the driver, said he had sold them to a man for a woman named ann Hines, who came to his store at No. 48 Monroe street and asked him to find a purchaser. Ann Hines was arrested, and she in turn said she had optained them from John Officen with Instructions to find a purchaser. Office gave them to her on the 5th of December, the day after the burgiary. Offician was next arrested, and as he could not give a satisfactory explanation of how he had come by them the Court need him in default of \$1,000 bail to answer at the Court of General Sessions.

John Kelly formerly worked for the New York Transfer Company, and on Saturday night last he obtained a piace in the Wescott Express Company. Knowing how the baggage smashing businesse was done, he by some means obtained a trunk receipt in the Wescott office, and went to the Transfer Company's office with it and obtained a trunk owned by F. J. Coulier, of New Brunawick, which

contained \$100 worth of clothing. Selly was held in default of tall for trial on a charge of larceny.

Pat Kelly, alias Bugn, and Jomes Smith, two dangerous criminals, who were arrested by officers von Gerichted and La Rue leat night for having stolen \$1.400 worth of gloves, &c., from E. M. Taylor & Co., of No. 47 Walker street, were held for trial in default of \$2,000 each at General Sessions.

THE HUBERT-LAWRENCE CASE. An examination in the case of Rubert vs. Law-rence, an account of which appeared in yester-day's HERALD. Was had yesterday morning. day's Herald, was had yeaterday morning. Hubert, whose injuries have deprived him of his hearing, recognized Lawrence among thirty men in the room as the one who clubbed and jobbed him has summer. Judge smith, after the hearing, said he would raise Lawrence's sail trom \$5,00 him, as the was also contained the ball was excessive, but, as it was also convenient, he would not force his objection. The lather of the prisoner, who is a very wealthy man, was taken as security for the additional \$10,00. Lawrence, who is a remarkably handsome young man, asys he is innocent of the charge; that he was with Hubert the night he was arrested, but only tried to help him and not to rob or injure him. Further hearing was adjourned until Saturday noxt.

JEFFERSON MARKET POLICE COURT. Before Judge Otterbourg. ATTEMPTED BURGLARY.

About two O'clock yesterday morning Officer Carnes, of the Sixteenth precinct, caught two boys trying to effect an entrance into the premises of William H. Smith, No. 433 West Nineteenth street. On his approach they both ran away, but he succeeded in capturing one of them, named James Cassiday, who was brought before Judge Otterbourg and held in \$1,000 bail to answer at General Sessions.

A man named Christopher Brown was arraigned on a charge of stealing an overcoat and pocket-book, containing \$15. Yesterday morning Brown went into the restaurant of Mr. Henry H. Thomas, went into the restaurant of Mr. Henry H. Thomas, No. 569 Seventh avenue, and, after eating two pieces of pie. departed without paying his bill; and immediately after his departure Mr. Thomas discovered that an overcoat was missing. Brown was arrested by Officer Hart, of the Twenty-inth preciact, and in his possession was found a pair of gloves, which, the complainant alleged, were in the inside pocket of the missing overcoat, Judge Ottorbourz held the prisoner in \$1,000 bail to answer.

COURT CALENDARS—THIS DAY.

SUPREMS COURT—CHARMERS—Held by Jadge
Lawrence.—Nos. 26, 58, 77, 80, 83, 91, 93, 115, 117,
120, 141, 177, 179, 109, 200, 223, 285, 230, 249.

SUPREMS COURT—SPECIAL TRIES—Held by Judge
Var Vorst.—Issues of Issu and fact—Nos. 122, 78,
123, 127, 121, 132, 137, 138, 139, 146, 149, 164, 166,
166, 157, 168, 74, 1, 05, 64, 48, 60, 100, 162, 163.

SUPREMS COURT—CIRCUIT—Part 2—Held by Judge
Van Brunt.—Nos. 11235, 1306, 1562-5, 448, 249,
572, 1632, 1688 5, 1599 5, 1830, 2110, 2108, 1208, 124,
2340, 892, 982, 964, 906, 908, 910, 912, 914, 916, 918,
Part 3—Held by Judge Brady.—Nos. 296, 1869 5,
1691 36, 2111, 2113, 1694 5, 1825, 979, 1446, 523, 877,
1119, 879, 323, 831, 929, 1055, 2117, 2139, 1005, 1061,
959, 776, 933, 1007.

SUPERIOS COURT—TRIE TERS—Part 1—Held by
Judge Spair.—Nos. 585, 97, 663, 1719, 583, 753, 761,
1713, 721, 799, 771, 805, 825, 687, 843, Part 2—Held
by Judge Curtis.—Nos. 694, 846, 172, 843, 862, 874,
428, 800, 880, 572, 822, 802, 858, 656. COURT CALENDARS-THIS DAY.

COMMON PLEAS-EQUITY TERM-Held by Judge Locw.-Nos. 21, 14, 45, 58.

LOCW.—Nos. 21, 14, 45, 56.

COMMON PLEAS.—TRIAL TERM.—Part 1.—Held by Judge Larremore.—Nos. 2370, 2315, 2316, 2317, 526, 1627, 80s. 1184, 487, 837, 49, 196, 1000, 1876, 1686. Part 2.—Held by Juige J. F. Dally.—Nos. 739, 2178, 2110, 2238, 1276, 1285, 1207, 1298, 1300, 1801, 1302, 1303, 1804, 1300, 1806.

MARINE COURT.—TRIAL TERM.—Part 1.—Held by Judge Sher.—Nos. 282, 290, 1359, 1115, 1292, 1450, 1665, 990, 1285, 1415, 2617, 2626, 1457, 1469, 1460, 177, 1296, 1378, 1379, 1412, 1461, 1463, 1464, 1465, 1467, 1468, 1469, 1471.—Part 3.—Held by Judge McKer.—Nos. 388, 5459, 477, 1296, 1378, 1379, 1412, 1461, 1463, 1464, 1465, 1467, 1468, 1469, 1471.—Part 3.—Held by Judge McKardam.—Nos. 1364, 2302, 579, 1676, 1213, 1442, 2162, 2185, 2469, 2650, 2606, 2842, 2874, 2940, 2941, 1476.

COURT OF GENERAL SESSIONS—Held by Recorder

2004, 2302, 579, 1876, 1213, 1442, 2102, 2180, 2469, 2800, 2869, 2842, 2344, 2340, 2941, 1476.

COURT OF GENERAL SESSIONS—Held by Recorder Hackett.—The People vs. Bridget Dunu, felonicus assault and battery; Same vs. Timothy Dononue, felonicus assault and battery; Same vs. William J. W. its and Thomas Redmond, Durgiary; Same vs. Milliam Carey and James Bennett, Durgiary; Same vs. Jacob Marks, Lewis Marks and Horace Marks, grand larceny; Same vs. William H. Brown, grand larceny; Same vs. William H. Brown, grand larceny; Same vs. Robert R. Williams, grand larceny; Same vs. George Fehn, grand larceny; Same vs. George Fehn, grand larceny; Same vs. George Fehn, grand larceny; Same vs. Marla McCormack, petit larceny; Same vs. Robert Smith, assault and Dattery.

COURT OF APPEALS.

COURT OF APPEALS.

ALBANY, Feb. 3, 1875.

No. 42. Margaret Carroll, respondent, vs. Elizabeth Carroll et al.—Appellant's argument resumed and concluded.

No. 69. The Union National Bank of Pittaburs, respondent, vs. George M. Wheeler, of commel for Aspellant, and by Joseph M. Dixon for respondent.

No. 96. Junius B. Alexander and others, respondents, vs. Smith Culiom, appellant.—Submitted for appellant; argued by Ruius W. Peckham, of counsel for respondents.

No. 101. Stephen Krom, survivor, &c., respondent, vs. Joan J. Levey, appellant.—Argued by N. B. Hofle, of counsel for appellant to submit further points on the question of jurisdiction during the present week.

No. 102. William Boardman, respondent vs. Joseph Galliard, Jr., et al., appellants.—Argued by Samuel Hand, of counsel for appellants, and

TOTAL WRECK OF A PILOT BOAT.

The Sandy Hook pliot boat G. W. Blunt, No. 11 spring aleak on Sunday night, and was ren ashore on the south shore of Long Island, about thirty miles from Sandy Hook. There is no chance of saving the vessel, and she will prove a total loss. The Blunt left New York on the 28th ult. for an easterly gruise, having on board the following pilots:—John Haudran, Thomas Murphy, Robert Yates, Edward Kelly, James Heines and Michael Yates, Edward Kelly, James Heines and Michael O'Shaughnessey. The crew was composed of a boatkeeper and four men. On Suneay night, while off Gay Head, the boat was discovered to be leaking badly, and it was determined to run her ashore as the only chance of saving dife. Previous to this alt the phots had scoure; ships and the boatkeeper was left in charge. The boat was beauled for Jones' Inlet, and early Monday morning was beached, breaking her timbers and planking. The five men composing her crew came to New York by rail.

The G. W. Blur, t. No. 11, was built at Boston in 1861, and war intended for a yant. She was a sharp built schooner, of 6.68-100 ions burden. Her dimersions were:—Length at water line, 75 feet 4 Aches; breadth of beam, 20 feet 4 inches; depth of hoid, 8 seet 6 inches; mean draught, 10 feet. Her fastenings were of copper and she has been generally considered a serviceable craft. She was furchased by the pilot corporation to take the place of the original G. W. Blunt, which was sold to the government curing the war and sent South. Her value is estimated at \$10,000, of which only \$1,400 is covered by issurance.

ANOTHER ACCIDENT TO THE WEST-

The well known ferryboat Westfield came into collision, yesterday morning, with the steamer Vindicator, of Lorillard's line. In consequence of the dense fog in the bay the Staten Island ferryboats experienced great difficulty in reaching their landings, the first boat arriving from New

boats experienced great difficulty in reaching their landings, the first boat arriving from New York at nine o'clock. The Westfield, of unfortunate reputation, left Whitehall at eight o'clock, and while between Governor's Island and Tompkinsville she collided with the Vindicator. The Westfield was struck on the starboard bow, and with such force as to carry completely away her rail. Her guards were completely away her rail. Her guards were completely shattered and a panic ensued among the few passengers. Luckily there were not many persons on board or the panic might have proved fatal. Captain Johnson, of the Westfield, says that he used all diligence, having given the proper signals, and that at the time of the collision the engines were reversed and the boat was backing. The Westfield made one more trip after the accident, and was then isld up at Staten Island for repairs. Her damage is estimated at \$200.

The scene on board the ferrytooat was very exciting. One man made frantic efforts to jump overboard, but was restrained. Lits preserve is were in general demand, but fortunately no necessity arose for their use. The Westfield is a most unfortunate boat. Her evil reputation commenced on July 31, 1871, when her boiler exploded, causing the death of more than a hundred passengers. Since then she has signalized herself by running down canal boats, breaking from her moorings and other nautical vagaries. The chief mate of the Vindicator was immediately stopped and the helm put to port, giving at the same time the whistle signal for the Westfield to do the same. The ferryboat until her whistle was heard, when the Vindicator was immediately stopped and the helm of the collision, and that the Westfield was sull going absed. The damage to the Vindicator was put trifling.

CHARITY BALLS

First emong the winter's entertainments for "sweet charity's sake" our kindly jashionables look annually for the recurrence of the charity ball in aid of the Nursery and Child's Hospital. In this merry guthering of the brave and the mer the very ditte of our city society are proud to take prominent places, gind by their presence and countenance to draw reinforcements to the coffers of the worthy institution, whose innecent, helpless beneficiaries appeal for aid to all human hearts with sure response of armathy. fers of the worthy institution, whose innocent, helpless beneficiaries appeal for sid to all human hearts with sure response of sympathy. Many who, from advancing age or strictness of religious sorupies, never on any other occasion "trip she light sorupies, never on any other occasion "trip she light sorupies, never on any other occasion "trip she light sorupies, never on any other occasion "trip she light sorupies, never on any other occasion "trip she light at the academy with joyous gayety on the occasion of the charity ball, when the ondesces are set to the key of world-embracing benevolence. Thus the ball at the Academy of Music to-night will present the finest array of New York's Dest society which can be met during the winter, and he who would see fashion in its most enchanting form should seek it there. Extensive preparations have been made for the decorations of the Academy, which will be tasterally adorned with plants and flowers in profusion and supplied with a fountain of refreshing perfume. "Charity," in brilliant gas jets, will be suspended over the stage, the inspiration of the scene of mirth and beauty. At ten o'clock the scene of mirth and beauty. At ten o'clock the scene of mirth and beauty. At ten o'clock the scene of the inext attractive leatures of the calterialment. Definoulco has charge of the supper, and the music will be turnished by Grafalla and Lander. It is usually calculated that the sale of the boxes will cover the expenses of the ball. As the sales this time have been very prompt and at good prices, there can be no room to donot the most gratifying financial success for this the great social event of the season. Those who have not yet account of the season. Those who have not yet account of the season. Those who have not yet account of the season. Those who have not yet account of the season. Those who have not yet account of the season. Those who have not yet account of the season.

THE ELRS' BALL.

The eighth annual ball of the benevolent and protective society of the Order of Elks will positively take place this evening at Irving Hall. This announcement is deemed necessary from the fact that it was supposed that on account of the death of Mr. Thomas Nelson Sanderson, a prominent member of the Order, the ball would be postponed. As the object of the Order, however, is entirely charitaoie, the management have decided that the beat thing under the circumstances would be to hold the ball as announced, as by this means the lunds of the society will be considerably augmented.

The downtown Hebrew ladies' benevotent so-clety, Mother of Israel, will give its first annual leatival and ball this evening, in Turner Hall, No. 66 East Fourth street, in aid of the suffering poor of the city. The arrangements are complete for an enjoyable entertainment, and it will no doubt be fully patronized.

THE BOARD OF TRADE.

MEETING OF THE MANUFACTURERS' COMMITTEE The Manufacturers' Committee of the Board of The Manufacturers' Committee of the Board of Trade met at the oranch office, No. 23 Park row, yesterday afternoon; present, Dr. Stuart Gwynn, John H. Goleman, H. J. Barrison, C. L. Wells, Arthur Jones, G. W. Clarke, George Brooks, Charles Gilbert, S. Oakley and J. Pierpont. Dr. Gwynn was made chairman. Thomas Manson, Chairman of the Grievance Committee of the Association of Exhibitors and Members of the American Institute, read a statement of the creamers comof the Grievance Committee of the Association of Exhibitors and Members of the American Institute, read a statement of the grievances complained of, and asked the countenance and help of the committee in the efforts being made to defeat the bill, now octore the Assembly, to amend the contract of the American Institute, and which as the aggrieved members claim, is designed to perpetuate the term of office of the present official to the contract of the American Institute, and which as the aggrieved members claim, is designed to perpetuate the term of office of the present in the contract of the American Institute, and throw the entire control and management of the Institute into their hands. After listening to the statement it was reslived that it be considered and a report made thereon at the lexit meeting of the committee, to be held on Wednesday, the lith inst.

The names of several gentlemen were auggested as proposite members of this committee, which will number about 200 of the largest manufacturers in America.

The Committee on Foreign Trade and Statistics, which includes many of the foreign consuls in New York, met yesterday atternoon at the rough of the Board. Nos. 17 and 19 Hrosdway. Only a small number of members were present, and an adjournment was made to half-past two P. R., on saturday next to elect a chalfman of the committee and to consider what system to adopt for collecting, digesting and distributing foreign and demestic commercial scatistics, and incormation respecting labor, wages, cost of fiving and other countries.

meeting of the creditors of the bankrupt firm of Henry Clews & Co. took place yesterday afternoon at the rooms of the Register in Bankruptcy, Mr. Edgar F. Ketchum, in the Bennett Building. There was a very large attendance of the creditors, numbering very hearly one hundred, and many others were represented by attorneys

holding authority to act as proxies.

Mr. Ketchum said that the first thing to be done Mr. Ketchum said that the first thing to be done was to file the proofs of indebtedness, as before this no vote could be taken, or, indeed, any business accomplished, as there was no evidence that those present were creditors. Many then came torward and handed in their proofs, while others had forgotten them or neglected to have any. In consequence of this Mr. Ketchum took the sense of the meeting and it was adjourned until Tuesday, the 16th inst., when all the creditors are expected to file their proofs and be ready to proceed. The meeting then adjourned. There is some indecision among the creditors whether to appoint a trustee or an assignee in bankruptcy. In any case the new law is obligatory, and says that when a person is loreed into hankruptcy he can have his discharge, no matter how much he is able to pay on the deliar, Mr. Clews, it is said, will take advantage of this. A searching inquiry is to be made into some allegations that certain favored creditors have been compromised with. It was suggested that the creditors should name as trustee or assignee Mr. J. Nelson Tanpan, who was the assignee of Howes & Macy.

MISCELLANBOUS. DIAMONDS.—CHOICE MATCHED SOUTAIRES OF the first quality only; all in assired ed fine stones should carefully examine our stock and orders.

HOWARD & CO., Diamond Marchania.

No. 222 Fifth avenue, New York.

LEAKY ROOFS. LEAKY ROOFS.—TIN, GRAVEL, shingle and all kinds of leaky roofs thoroughly repaired and warranted, by Jolin Sun, the roofer, Thirty-fourth street and Ninth avenue.

VALENTINES—FOR SALE OHEAP, A JOB LOI OF fine Valentines; \$5 and \$10 sample lots sent on receipt of Post office money order.

T. W. STRONG, 599 Broadway, New York.

Al. -STANDARD AMERICAN BEVEL TABLES AND A. 1115 Phelan & Collender Combination Gushions for sain only by the patentee, H. W. COLLENDER, successor to Phelan & Collender, 788 Broadway, New York. A MERICAN STANDARD BEVAL TABLES, WITH Delanev's wire Cushions: best in use and warranted for years; second hand Tables complete for \$1.5; Hagatelle, irpolite and Russian Howling Tables are duced prices. W. H. GRIFFITH & CO., 40 Vessy street.

NOTICE.—NEW AND SECOND HAND BILLIARD Tables of all styles, at the new warerooms, at re-duced prices. QEO. E. PHELAN, 36 East Fourteenth street. SEE NOTICE OF MORTGAGE SALE OF NOVELTY

MARBLE MANTELS. AT UREATLY REDUCED PRIOES.
An extensive stock of Slate and Marble Mantela,
Wash Trays and Slate Work of every description.
PENRHYN SLATE COMPANY,
Union square, Fourth avenue and Seventeenth at M. Y. AT GREATLY REDUCED PRICES—AN EXTRNSIVE attention of Marble and Marbleized Mantels and all other marble work; Marble Turning for the trade. A LABER, 14 East Eighteenth street, near Third av.

A GREAT REDUCTION IN PRICES OF MABBLE monuments, headstones, sinhs for plumbers and cabinesmakers now offering at 8, KLAHER & CO.'S Stania Marble Works, Nos. 217 to 223 West Fifty-drat street, near Broadway.

A - 250 LIGHT, WARM ROOMS, 25 CENTS, 35 STREET, A 50 cents and \$1; gentlemen and families. Frankfort and William streets. Upon all CITY HOTEL, SINGLE ROOMS, \$6 PBR WEEK fine Suits on Broadway, \$5 per week; transfers, \$0.0 per day; table board, \$5 per week. No, I Clinton place Bres door from Broadway. GROVE HOUSE, 174, 178 AND 178 BLEBOKER of street, near Broadway.—Fine Booms, with excel-lent table, 56 to \$10; \$1 50 to \$2 per day; literary so-clety; health-lift and stating rink.

GRANT HOUSE, 48 NEW BOWERY.—A CLEAN Room and bed, with plenty of clothing, all to yourself, 30c. per night; double Rooms \$1 and \$1 50; open all

LA PIERRE HOUSE, ONE BLOCK WEST OF CITY Hall, 55 Warren street.—The only respectable hotel that you can get a good clean room for 50 conts a day; 53 a week up.

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1 BLOCK FROM BROADWAY, 38 SRVENTH AVE nue.—A three story from Room, with Scord, whise I will let very reasonable; privileges of weaking, he and cold, and sunny side Forty-ders street. 2D PLOOR OF A FIRST CLASS HOUSE, WITH OF without Board, to a family or party of genitemen excellent table and a refined home offered; reference exchanged. For particulars call at 170 West Twenty third street.

OD STORY FRONT AND HALL ROOM TO LET, WITE O Board, at 19 West Twenty-first street, near Fifth awa me: house onanged hands; also two single Rooms; re-

STH AVENUE, 101, OPPOSITE MADISON PARK— D'Parlor and Bedroom, handsomely furnished, pre-vate bath, &c., with first class Board; table Board for two. Of TO SO PER WESE FOR SINGLE BOOMS WITH ON BOARD IN THE SOUTH OF THE SOUTH OF THE SOUTH WASHINGTON SQUARE THEIR GOOF FOR MACCOUNTS STEEL.

9 WEST TWENTY-PIRST STERRY, MEAR FIFTH AVENUE, -- Handseinely furnished front Rooms, of third and fourth floors, with first class Board; references 10 WAVERLEY PLACE. MEAR REGARDWAY.—
tor two persons, with Board: no children; single Room
Sy, rooms heated by steam; transient people taken. 17 WEST TWENTY-FOURTH STREET,—MINGS
with chambers consecting, for families, with drait cis
Beard; Farier Floor with or without Board.

17 AND 19 WEST TENTH STR-ET, NEAR PIPTE two large Rooms second floor, with superior Board private table if desired.

22D STREET, NO. 45 WEST.—ONE LARGE SUNNY single gentlemen, to let, with Board, bit for two permusicales half Room; house and location very desirable; references required.

22D STREET, NO. 45 WEST.—ONE LARGE SUNNY single gentlemen, to let, with Board; best reference given and required,

20) D STREET, WRST.—A HANDSOMELY PUR 20) nished front Room on second floor to let, with Sound for two, at \$18 per week, fire and gas included. Gall at 150. Gall at 186.

2-D STREET, 438 WEST.—LARGE, ELEGANTLY
arranshed Partor to let, with or without private
table, to gentlemen or gentleman and wife; hot and cold
water: home and appointments first class; ourveniant
to care, at ages and elevated depot. Reterence.

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20D STERET, 54: WRST, NEAR REVENTE AVE.
20D NE.—Neally furnished pleasant Soom, every convenience; grate free; first class Board for two persons, \$17; quiet, small ismily; references exchanged.
20D STERET, NO. 150 RAST.—HANDSOMELY FUE.
20D nished Parlor and Bedroom, with bathroom, connecting; also other Rooms, with superior Board; references.

24 BAST PORTY-SKVENTH STREET, NEAR WIND-sor blots.—Scome, on mule or singly, with or with-out private table; large oldests and every convenience, launchate possession and moderate terms. Bateronees 26 WEST TWENTE-THIRD STREET, OPPOSITE ROOM, Second floor; double and bull Rooms fourth floor, with Board; reasonable prices; translent families second modated; references.

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26TH STREET, 44 WEST. NEAR BROADWAY.—
26 small New England family will rent fine Room with-specifor Board, to families or single gentlement torms of to \$10 per week. 23 EAST TWENTY-SEVENTH STREET, BETWEEN A Sectional Control and Fourth avenues — A sectional Control of Control D Madison and Fourth avenues.—A contieman and its can be accommodated with a handsomely furnishe cond story front Boom, with good Board for lady only

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38 WEST TWENTY SIXTH STREET, NEAR 1HI
38 St James Hotel.—Handsomely furnished Room
to let, with or without Board. 47 WEST FOURTEENTH STREET, BETWEE of four rooms, togother or separately: hewly and hand so only termushed; private table if dealerd.

somely turnished; private table if desired.

47 WEST THIRTY-FIFTH STREET (LCGAITOR), and the state of the superior of of t

65 WEST FORTY-EIGHTH STREET.—TO SANT Communicating, and one on fourth floor, suitable for two gentlemen; references exchanged.

67 LONDON TERRACK, TWENTY-THIRD STARAGE SIL per week, with the and gas, for two persons; and hall fecome. 100 EAST TWENTY THE D STREET.—ROOMS TO let, with Board, with southern exposure; convenient location, references

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child of four years: private inmity, no other beastiers, not above recently third street; terms \$3) per we k;
bost reference. Address M. A. H., box 150 sterald Uptown Branch office.

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WANTED—A QUIET, SHOOND STORY ROOM, WIFEI
Board, for gentleman and wife; location served a
Thirtie in and Fillieth stream, Yourth and Saxth avonces.

Terms not to enfoced 33 per week. Aduress V. B., box
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